

## APRIORI END USER LICENSE AGREEMENT

This end-user license agreement ("EULA") is a legally binding agreement between the entity entering into this EULA (hereinafter referred to by the term "You" or "Licensee") and aPriori Technologies, Inc. ("aPriori") with regard to the copyrighted software ("**Software**") provided with this EULA. The Software includes any Updates and Upgrades (each as defined in Section 3 below), Documentation and related materials, provided to You by aPriori, and any third party Software ("**Third Party Software**") that may be provided to You by aPriori, as specified in an applicable ordering document ("**Ordering Document**"). "**Documentation**" means the published specifications, user manuals and installation instructions in electronic format or otherwise that are provided by aPriori in connection with the Software, including updated or revised versions provided by aPriori.

**IMPORTANT - PLEASE READ THIS EULA CAREFULLY** BEFORE USING THE SOFTWARE. BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, IN ANY FORM OR MEDIA, LICENSEE CONFIRMS THAT LICENSEE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS EULA AND THAT LICENSEE AGREES TO BE BOUND BY IT. LICENSEE CAN CONFIRM THAT LICENSEE UNDERSTANDS THIS EULA AND AGREES TO BE BOUND BY IT BY SELECTING "I ACCEPT" BELOW.

IF YOU ARE ENTERING INTO THIS EULA ON BEHALF OF (AND FOR USE ON BEHALF OF) A COMPANY, GOVERNMENTAL ENTITY OR OTHER ENTITY (AN "ENTITY"), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS OF THIS EULA. THE TERM "YOU" OR "LICENSEE" REFERENCED HEREIN REFERS TO: (1) THE ENTITY, ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES OR (2) YOU, AS AN INDIVIDUAL, IN THE CASE OF A NON-LEGAL ENTITY.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS EULA, IF YOU DO NOT WISH TO BECOME A PARTY TO THIS EULA, OR IF YOU DO NOT HAVE AUTHORITY TO BIND THE COMPANY OR OTHER ORGANIZATION ON WHOSE BEHALF YOU ARE ACCEPTING THIS AGREEMENT, CLICK THE "I DECLINE" BUTTON, DO NOT USE OR INSTALL THE SOFTWARE, AND RETURN TO APRIORI THE SOFTWARE IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED WHEN YOU CLICK THE "I DECLINE" BUTTON. NOTE THAT FAILURE TO COMPLY WITH SUCH INSTRUCTIONS WITHIN THE TIME PERIOD SPECIFIED WILL VOID ANY RIGHT YOU WOULD OTHERWISE HAVE HAD FOR A REFUND OF ANY FEES PAID. EACH ORDER FOR SOFTWARE MAY NOT BE CANCELLED ONCE THIS EULA HAS BEEN ACCEPTED.

THE "EFFECTIVE DATE" FOR THIS EULA IS THE FIRST DATE OF ANY APPLICABLE ORDERING DOCUMENT. Any terms or conditions appearing on the face or reverse side of any purchase order, purchase order acknowledgment or other order document that are different from, or in addition to, the terms of this EULA will not be binding on aPriori, even if payment is accepted.

### 1. License Grant.

Subject to You compliance with all of the terms and conditions of this EULA, aPriori grants to you a limited, personal, non-transferable and non-exclusive right, solely during the subscription term set forth on the Ordering Document, to load, store, execute and use the copy of the Software described on your Ordering Document and provided with this EULA solely in object code form only and solely for You own internal business purposes (where business purposes include interaction with Your customers for your own benefit, but specifically excludes license or sublicensing the Software to such customers). Each user that accesses or uses the Software may do so only under and in accordance with a valid user license. Software licensed on a "named user" basis shall be installed and used by no one other than the named user of such Software licensed from aPriori. Software may not be used by third parties, or on behalf of third parties, without the express written consent of aPriori. Third Party Software provided hereunder is restricted for use solely in connection with the Software and is subject to this EULA.

### 2. Restrictions.

You may not, directly or indirectly, (i) make more than a reasonable number of copies of Software provided hereunder (not including back-up, archival or disaster recovery copies), which may be used for Your internal business purposes only; (ii) alter, merge, modify (except as expressly permitted in the Documentation), translate, adapt, or prepare any derivative work of the Software; (iii) reverse engineer, disassemble, decompile, or otherwise attempt to reconstruct or discover any source code (other than readily accessible source code, if any), passwords, underlying ideas or algorithms, or allow others to attempt any of the foregoing, except to the extent that the foregoing restrictions are prohibited by applicable statutory law; (iv) publish results of any benchmark tests run on the Software; (v) sublicense, sell, loan, rent, encumber, lease, provide time sharing, service bureau, subscription, ASP, or other services, or otherwise transfer the Software or any copy thereof, to or for the benefit of a third party; or (vi) delete, obscure or change any of the proprietary rights notices of aPriori and its suppliers appearing on the Software or Documentation. Any attempt to do so is a violation of the rights of aPriori and its licensors. You shall not export, re-export, resell, ship or divert or cause to be exported, re-exported, resold, shipped or diverted, directly or indirectly, the Software under this EULA.

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### 3. Support.

To the extent You purchase Product Support, or if Product Support is included with the Software, aPriori (i) will provide You with technical support for the current release and the previous release of Software only, in accordance with aPriori's then current Product Support Terms located at <https://apriori.com/wp-content/uploads/2022/04/aPriori-EULA-Support-Agreement-100418.pdf> as may be amended from time to time, and (ii) may make available to You, from time to time, Software Updates and Upgrades (each as defined in the Product Support Terms), which aPriori makes available to similarly situated customers who have purchased Product Support. aPriori shall not be required to make Upgrades or Updates available to You except as provided herein. Updates and Upgrades shall be treated as Software and are subject to this EULA. **aPriori may amend the Product Support Terms at any time by updating the terms at the URL set forth above. By continuing to use the Product Support after being made aware of such amendments to the Product Support Terms, You are deemed to have accepted the amendments.**

### 4. Intellectual Property.

The Software is licensed, not sold. You acknowledge that no title to the intellectual property in the Software is transferred to you. You further acknowledge that title and full ownership rights to the Software and Documentation including any intellectual property rights and trade secrets contained therein, and all enhancements and modifications thereto and derivatives thereof, will remain the exclusive property of aPriori and/or its suppliers, and you will not acquire any rights to the Software, except for the limited license as expressly set forth above. All copies of the Software will contain the same proprietary notices as contained in or on the Software. aPriori reserves all rights not expressly granted herein, and no implied licenses are granted.

You agree not to use the name, trademarks or logos of aPriori to disparage the products, software, services or business of aPriori in any way that may diminish or damage aPriori's goodwill. Licensee acknowledges that the Software, the code of the Software and the Documentation contain valuable proprietary information and trade secrets and that unauthorized or improper use of the Software and the Documentation will result in irreparable harm to aPriori for which monetary damages would be inadequate and for which aPriori will be entitled to immediate injunctive relief.

### 5. Warranty and Disclaimer.

For 90 days from the initial delivery of the Software ("**Warranty Period**"), aPriori warrants to Licensee that: (i) the Software shall substantially conform to the Documentation and (ii) the media on which the Software is distributed is free from material defects in materials and workmanship. aPriori further warrants to Licensee that prior to Delivery, the Software and media have been scanned for then known computer viruses using industry standard virus-scanning software. aPriori's entire liability and Licensee's sole and exclusive remedy for failure to meet the limited warranty in this Section 5 shall be, at aPriori's option, either to (a) correct the failure, (b) help Licensee work around or avoid the failure, (c) replace the non-conforming Software without charge, or (d) if the foregoing options are not commercially feasible, upon receipt by aPriori of the non-conforming Software and written certification that Customer has purged all copies of the non-conforming Software from its systems and is making no further use of the non-conforming Software, issue a refund of the subscription fees paid by Customer for the applicable software.

aPriori's warranties in this Section 5 shall not extend to problems that result from: (i) Customer's failure to implement all updates issued by aPriori; (ii) any alterations or additions to the Software not performed by or at the direction of aPriori, including but not limited to modifications or updates to the Software's database schema, user accessible source code or configuration files; (iii) failures in operation of the Software that are not reproducible by aPriori; (iv) Software operated in violation of this Agreement or not in accordance with the Documentation; or (v) failures which are caused by Licensee's software or other software, hardware or products not licensed or provided hereunder.

EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY PROVIDED FOR IN THIS SECTION 5, THE SOFTWARE IS PROVIDED "AS IS" AND NEITHER APRIORI NOR APRIORI'S SUPPLIERS MAKES ANY WARRANTY, REPRESENTATION, PROMISE OR GUARANTEE, EITHER EXPRESS, IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, AND APRIORI AND ITS SUPPLIERS EXPRESSLY EXCLUDE AND DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, PERFORMANCE, TITLE, ACCURACY, NONINFRINGEMENT, FREEDOM FROM ERRORS, UNINTERRUPTED OR ERROR-FREE OPERATION, AND ALL IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE AND USAGE OF TRADE. APRIORI DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APRIORI SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

## 6. Limitation of Liability.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL APRIORI OR ITS SUPPLIERS BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS EULA (I) FOR PERSONAL INJURY, (II) FOR LOSS OR INACCURACY OF DATA, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR (III) FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, PROFITS OR GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS EULA OR YOUR USE OR INABILITY TO USE THE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF APRIORI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL APRIORI'S OR APRIORI'S SUPPLIER'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT YOU PAID APRIORI FOR YOUR LICENSE TO THE SOFTWARE DURING THE PAST 12 MONTHS. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## 7. Data.

You may at times input specific usage and costing data (e.g., labor rates, overhead, machine information, location, etc.) into the Software ("**Usage Data**"). YOU HEREBY GRANT TO APRIORI A PERPETUAL, IRREVOCABLE, WORLD-WIDE RIGHT AND LICENSE TO USE THE USAGE DATA AND INCORPORATE THE USAGE DATA INTO APRIORI'S SOFTWARE, PRODUCTS AND SERVICES ON AN AGGREGATED AND ANONYMOUS BASIS ONLY. In no event shall aPriori use or distribute Customer's Usage Data on a standalone basis or in any manner that would attribute such Usage Data to Customer.

## 8. Indemnification.

aPriori shall at its expense defend Licensee against third party claims alleging infringement by the Software of any third party copyright or US, Canada or EU patent issued as of the date of this Agreement ("Claim"), and indemnify and hold Licensee harmless from damages awarded to a third party claimant for the Claim by a court of competent jurisdiction; provided that Licensee (i) promptly, and in no event later than twenty (20) days after receipt of such Claim, notifies aPriori in writing of the assertion of any such Claim and (ii) cooperates with aPriori in the resolution of any such Claim including permitting aPriori to control the defense and settlement of such Claim. aPriori shall not be liable for any Claims related to (a) modification or unauthorized use of the Software; (b) combination of the Software with hardware or software not approved by aPriori or not expressly authorized in the Documentation; or (c) use of other than the most current version of the Software. In the event that use of the Software is enjoined, aPriori may, at its option, (1) obtain for Licensee at aPriori's cost the continued right to use the infringing Software; (2) replace or modify the infringing Software so that it is no longer infringing but remains functionally equivalent; or (3) terminate this Agreement with respect to the infringing Software, accept return of the infringing Software and Documentation and issue a refund to Licensee of the unused subscriptions fees paid by Licensee for the applicable Software. THE FOREGOING STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND APRIORI'S SOLE AND EXCLUSIVE LIABILITY FOR ANY ALLEGED OR ACTUAL INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.

IF YOU DISTRIBUTE OR OTHERWISE USE THE SOFTWARE IN VIOLATION OF THIS EULA, YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND APRIORI AND ITS SUPPLIERS FROM AND AGAINST ANY CLAIMS OR LAWSUITS, INCLUDING ATTORNEY'S FEES THAT ARISE OR RESULT FROM SUCH USE OR DISTRIBUTION OF THE SOFTWARE IN VIOLATION OF THIS EULA.

## 9. Term and Termination.

The term of licensed subscriptions to the Software shall be as specified in each Ordering Document.

This Agreement shall commence on the Effective Date and continue until all Ordering Documents have terminated or expired, unless earlier terminated in accordance with this Section 9. If either party materially breaches this Agreement or any Ordering Document, then the non-breaching party may give written notice to the breaching party and, if the breach is not cured within thirty (30) days following such notice, this Agreement or the relevant Ordering Document shall automatically terminate at the end of that period. To the extent allowed by law, this EULA and all Ordering Documents shall terminate, without advance notice, upon (i) the initiation of proceedings, by or against You, brought under the United States Bankruptcy Code, or (ii) Your insolvency or if You cease Your on-going business operations. Upon termination of the license for any reason, You shall cease all use of the Software, and destroy all copies, full or partial, of the Software. All fees and payment obligations under an Ordering Document

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are non-cancelable. No refunds are granted. All rights and obligations of the parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this EULA.

### 10. United States Government Restricted Rights.

Whenever so permitted, and to the extent that any United States Government agency shall obtain rights to the Software licensed under this EULA, the United States Government and any intermediate buyers shall obtain only those rights in the Software specified in this EULA. Accordingly, Software that is provided to any agency of the U.S. Government or U.S. Government contractor or subcontractor at any tier shall be subject to the maximum restrictions on use as permitted by FAR 52.227-19 (June 1987) or DFARS 227.7202-3(a) (Jan. 1, 2000) or successor regulations. The manufacturer is aPriori Technologies, Inc. with offices at 300 Baker Avenue, Concord, MA 01742.

### 11. Export Laws.

You agree (i) to fully comply with all U.S. and other relevant export laws and regulations (collectively the “**Export Laws**”) to assure that the Software or any direct product thereof are not directly or indirectly exported in violation of the Export Laws, (ii) that the Software ordered hereunder will not be used in violation of any Export Laws, including for proliferation of any nuclear, chemical, or biological weapons or missile delivery systems and will not be diverted, and (iii) to indemnify aPriori against any damage, loss, liability or expense (including attorneys’ fees) that aPriori may incur as a result of Your failure to comply with the Export Laws. You represent and warrant that You are not a citizen of, or otherwise located within, an embargoed nation, as defined in the Export Laws, and that You are not otherwise prohibited under the Export Laws from receiving the Software.

### 12. Confidentiality.

“**Confidential Information**” means the information that a party obtains from or learns or discovers about the other party that is designated in writing as confidential, or that a reasonable person would understand the confidentiality of the information disclosed. Each party’s source code, inventions, algorithms, know-how and ideas, and the terms and conditions of this Agreement shall be considered Confidential Information (which shall include for aPriori the Software and any related items). As between aPriori and You, the Third Party Software is the Confidential Information of aPriori. Confidential Information does not include information that is (i) previously rightfully known to the receiving party without restriction on disclosure, (ii) hereafter becomes known to the general public, through no act or failure to act on the part of the receiving party, (iii) disclosed to the receiving party by a third party without breach of any separate nondisclosure obligation, or (iv) independently developed by the receiving party without use of the other party’s Confidential Information, *provided* that only the specific information that meets one of the above exclusions shall be excluded and not any other information.

Except as expressly allowed herein, the receiving party will hold in confidence and not use or disclose any of the disclosing party’s Confidential Information. Each party shall be responsible for any breach of its confidentiality obligations hereunder by its respective employees, consultants and independent contractors. Upon termination of the Agreement, the receiving party shall return all of the Confidential Information (including any copies) to the disclosing party, and the receiving party will make no further use of such materials. If required by law, the receiving party may disclose Confidential Information of the disclosing party, but will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefore. The parties acknowledge and agree that, if the terms of this Section 12 are breached, the non-breaching party may, in addition to any other legal or equitable remedies, seek an injunction or other equitable relief against a breach or threatened breach of this Section without the necessity of posting any bond or surety.

### 13. Fees/Taxes.

You agree to pay aPriori all fees set forth in the applicable Ordering Document. ALL FEES AND PAYMENT OBLIGATIONS UNDER AN ORDERING DOCUMENT ARE NON-CANCELABLE AND NON-REFUNDABLE, INCLUDING BUT NOT LIMITED TO ANY FEES FOR A MULTI-YEAR COMMITMENT. Payments will be billed in U.S. dollars, unless another currency is specified in the Ordering Document. Unless otherwise agreed by aPriori, you must pay by check, ACH transfer (US denominated invoices), or wire transfer to aPriori’s designated bank. You are responsible for all wire transfer fees. Payment terms are net 30 days from the date of aPriori’s invoice, unless otherwise set forth in the Ordering Document. Late payment charges may be assessed at the lower rate of 1.5% per month or the highest rate permitted by law for past due invoices. You are solely responsible for any shipping charges incurred under this EULA. You are solely responsible for the payment of any applicable taxes (including, but not limited to, sales or use taxes, VAT, import taxes, duties, withholding taxes, intangible taxes, and property taxes) resulting from this license or your possession and use of the Software (“**Licensee Taxes**”), exclusive of taxes based on aPriori’s net income. FOR THE AVOIDANCE OF DOUBT, IF ANY FEES DUE UNDER AN ORDERING DOCUMENT ARE SUBJECT TO WITHHOLDING TAX AT SOURCE BY ANY FOREIGN

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JURISDICTION, PAYMENTS OF FEES DUE HEREUNDER WILL BE GROSSED UP BY YOU SUCH THAT APRIORI WILL RECEIVE AN AMOUNT EQUAL TO THE SUM IT WOULD HAVE RECEIVED HAD YOU MADE NO DEDUCTIONS. You agree to hold harmless aPriori from all claims and liability arising from your failure to report or pay such taxes.

### **14. Audit.**

aPriori or its designee may, from time to time and upon reasonable notice of not less than five (5) business days, audit Your computer hardware and software, related to the Software to determine Your compliance with Your obligations hereunder. If the audit shows that You have not paid aPriori sufficient fees due to unlicensed usage or otherwise, You shall pay aPriori the amount of such underpayment, at aPriori's then-current rates, within thirty (30) days following written notice from aPriori. aPriori shall pay all costs of the audit unless You have underpaid aPriori by more than five percent (5%), in which event You shall reimburse aPriori the reasonable costs of the audit within thirty (30) days of receipt of notice from aPriori.

### **15. Third Party Beneficiary.**

aPriori's Third Party Software licensors are third party beneficiaries of this EULA with respect to applicable Third Party Software.

### **16. Governing Law**

This EULA shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA without regard to its conflict of law provisions. Your use of the Software may be subject to other state, federal, and international laws and regulations. All proceedings shall be conducted in English. Venue for all proceedings shall be the state or federal courts in Boston, Massachusetts, provided that aPriori may seek injunctive relief in any court of competent jurisdiction. The United Nations Convention for the International Sale of Goods shall not apply. The prevailing party in any action under this Agreement will be entitled to recover its costs and attorneys' fees from the other party. The prevailing party in any action under this Agreement will be entitled to recover its costs and attorneys' fees from the other party. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement

### **17. Miscellaneous.**

All notices shall be in writing, in English, and personally delivered, delivered by a major commercial rapid delivery courier service or mailed by certified or registered mail, return receipt requested to the addresses indicated on the Ordering Document, or such other address as either party may indicate. Licensee may not assign this EULA without the prior written consent of aPriori. Any prohibited assignment shall be null and void. The parties hereto shall each be independent contractors in the performance of their obligations under this EULA, and nothing contained herein shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose. The section headings herein are provided for convenience only and have no substantive effect on the construction of this EULA. Except for Your obligation to pay aPriori, neither party shall be liable for any failure to perform due to causes beyond its reasonable control. If any provision of this EULA is held to be invalid, illegal or unenforceable in any respect, this EULA shall be construed without such provision to the minimum extent necessary so that this EULA shall otherwise remain in full force and effect and enforceable. The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future. This EULA may be amended only by a written document executed by a duly authorized representative of each of the parties. The parties agree to receive electronic documents and accept electronic signatures (information attached or logically associated with such document and clicked or otherwise adopted with an intent to sign) including in counterparts which shall be valid substitutes for paper-based documents and signatures, and the legal validity of a transaction will not be denied on the ground that it is not in writing. This EULA takes precedence over any prior agreement and any communication or EULA translations. This EULA contains the entire agreement regarding Licensee's use of the Software and may be amended only in writing signed by both parties.

### **18. Data Processing Addendum.**

If Customer's use of the Software and/or Support provided under this EULA involves processing personal data pursuant to Regulation 2016/679 (the "GDPR") and/or transferring personal data outside the European Economic Area or Switzerland to any country not deemed by the European Commission as providing an adequate level of protection for personal data, the terms of a separately executed data processing addendum executed between the parties shall apply, provided that if the parties have not entered into such a data processing addendum, then the data processing addendum, accessible at [https://apriori.com/wp-content/uploads/2022/04/IGM.LGL\\_02.v01.EN-aPriori-Customer-DPA-2021-002.pdf](https://apriori.com/wp-content/uploads/2022/04/IGM.LGL_02.v01.EN-aPriori-Customer-DPA-2021-002.pdf) hereinafter referred to as Data Processing Addendum or "DPA", shall apply to such personal data and be incorporated into this Agreement.